IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP) JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed, R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Illiquidx LLP	Forni Alberto
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent: Illiquidx LLP 80 Fleet Street London EC4Y 1EL UNITED KINGDOM	Court Claim # (if known): 42487 Total Claim Amount: \$113,707.57 Amount of Claim as Filed with respect to ISIN XS0220152069: \$113,707.57 Allowed Amount of Claim with respect to ISIN
Attn.: Mr Celestino Amore E.mail: amore@illiquidx.com	XS0220152069: <u>\$113,836.66</u>
Phone: +44 207 832 0181 Last Four Digits of Acct #: N/A	Date Claim Filed: 10/20/2009
	FORNI ALBERTO
	Via L. Bassi Veratti 16 40137 Bologna ITALY
Name and Address where transferee payments should be sent (if different from above):	
Bank: CITIBANK NA, NEW YORK SWIFT: CITIUS33XXX ABA Number: 021000089 A/C No. 36163143	

PLEASE SEE ATTACHED EXHIBITS

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief,

08-13555-mg Doc 32066 Filed 11/08/12 Entered 11/14/12 15:16:16 Main Document Pg 2 of 9

By Pransferee/Transferee's Agent Date: 31, 19, 12

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment foe up to 5 years, or both 18 U.S.C. §1152 & 3571.

Form 210B (12/09)

FORNI ALBERTO

IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

ILLIQUIDX LLP

Claim No.42487 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on October 31 2012.

Name of Alleged Transferor Name of Transferee						
Address of Alleged Transferor:	Address of Transferee:					
Forni Alberto Via L. Bassi Veratti 16 40137 Bologna ITALY	Illiquidx LLP 80 Fleet Street London EC4Y 1EL UK					
~~DEADLINE TO O The alleged transferor of the claim is hereby notifi within twenty-one (21) days of the mailing of this court, the transferee will be substituted as the origin	notice. If no objection is timely received by the					
Date:	CLERK OF THE COURT					

EVIDENCE OF TRANSFER OF CLAIM

TRANSFER AGREEMENT

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Forni Alberto ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Illiquidx LLP. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof. (a) an undivided interest, to the extent of the claim amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim number 42487 filed by Forni Alberto (the "Original Claimant") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to or evidencing the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 (as "Lehman Programs Securities to which Transfer Relates") attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors of the Debtor that are not subject to contractual or equitable subordination;; (g) all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents; (h) Seller does not have any claim, lien or encumbrance upon the Transferred Claims and represents and warrants that, upon consummation of the transactions contemplated in this Agreement and Evidence of Transfer of Claim, Purchaser will own and have good legal and beneficial title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or against Seller; and (i) other than with respect (i) to the sum of \$4,108.63 (the "Initial Distribution") received by Seller on or about April 17, 2012 in connection with the initial Distribution (as defined in the Debtors' Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors, dated December 5, 2011 (the "Plan")), and (ii) to the sum of \$2,772.58 (collectively, with the Initial Distribution, the "Prior Distributions") received by Seller on or about October 1, 2012 in connection with a subsequent Distribution under the Plan related to ISIN XS0220152069, no payment or other distribution has been received by or on behalf of the Seller, or by any third party on behalf of the Seller, in full or partial satisfaction of, or in connection with, the Transferred Claims.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect

M



to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. For the avoidance of doubt, Seller and Purchaser agree that Seller shall be entitled to retain, and Purchaser shall have no right to, the Prior Distributions. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. The parties acknowledge that settlement shall be made on delivery of the Transferred Claim and the Purchased Security versus payment basis. For the avoidance of doubt, the parties acknowledge and agree that the transfer contemplated hereby shall not occur unless and until the Purchaser shall have paid the purchase price in full.
- 8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.





08-13555-mg Doc 32066 Filed 11/08/12 Entered 11/14/12 15:16:16 Main Document Pg 7 of 9

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this $\frac{21}{3}$ day of October, 2012.

PURCHASER ILLIQUIDX LLP.

Name: Celestino Amore Title: Managing Partner

80 Fleet Street London, EC4Y 1EL UNITED KINGDOM SELLER

FORNI ALBERTO

By: Name: Title:

Via L. Bassi Veratti 16 40137 Bologna ITALY

SCHEDULE 1

Purchased Claim

100% of Proof of Claim 42487 = USD\$113,707.57 of USD\$113,707.57 (the outstanding amount of the Proof of Claim as of October 31, 2012 with respect to XS0220152069), and 100% of ISIN XS0220152069

The Purchased Claim represents USD\$113,836.66 which is 100.% of the Total Proposed Allowed Claim Amount of USD\$113,836.66 as of October 3 1, 2012 with respect to XS0220152069 and 100.% of ISIN XS0220152069

100%=USD\$113,707.57 of USD\$113,707.57 (the outstanding amount of the Proof of Claim 42487 as of October 31, 2012)

100%=USD\$113,836.66 of the Total Allowed Claim Amount of USD\$113,836.66 and 100% of the Allowed Claim Amount of ISIN XS0220152069

Lehman Programs Securities to which Transfer Relates

Descripton of the Security	ISIN/CUSIP	Blocking	Issuer	Guarantor	Principal / Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)	Allowed Amount of Claim Transferred to Purchaser
Issue of FUR 50,000,000 Fixed Rate. Step Up/Index-Linked Notes due 2017 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$25,000,000,00 Euro Medium- Term Note Program	XS0220152069	CA03456	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holding Inc.	EUR80.000 which is the cquivalent of USD\$113,400.00	Fixed Rate and Index Linked Interest	06/06/2017	EUR216.98 which is the equivalent of USD\$307.57	USD\$113,836.66





Schedule 1-1

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center Lehman Brothers Holdings Claims Processing Center Leo Epiq Bankruptcy Solutions, LLC PROPERTY NO. Proc. 6776					
FDR Station, P.O. Box 5 New York, NY 10150-5					
in Re: Lehman Brothers Holdin Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Souther Lehman Brothers F	foldings Inc., Et Al.	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docker.com/as/of/luly/17, 2009					
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Check this box to indicate that this claim amends a previously filed claim.					
FORNI ALBERTO VIA L.BASSI VER 40137 BOLOGNA	LATTI 16			Court Claim Number:(If known)	
1010, 2010	,		1	Filed on:	
Telephone number:+39	3386661 <i>774</i> E	mail Address: albertoforni@alice.it			
Name and address when	re payment should	be sent (if different from above)	1.6	☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number:		mail Address:		he amount owed under your Lehman	
dollars, using the exchayou may attach a sched Amount of Claim: \$ X Check this box if 2. Provide the International which this claim relate International Security	the amount of clair ational Securities to more than one s.	Mumber (ISIN): XS0220152069	Security to which this claim related an addition to the principal amount a Lehman Programs Security to wattach a schedule with the ISINs for the Reference Number, or other designs and the Reference Number, or other designs and the Reference Number, or other designs are referenced in the reference Number, or other designs are referenced in the reference Number, or other designs are referenced in the reference i	due on the Lehman Programs Securities. hich this claim relates. If you are filing for the Lehman Programs Securities to	
appropriate (each, a "E from your accounthold than one Lehman Prog relates.	Blocking Number" ler (i.e. the bank, t rams Security, yo) for each Lehman Programs Security or oker or other entity that holds such a may attach a schedule with the Block in the	for which you are fifting a claim. securities on your behalf). If you a sking Numbers for each Lehman P	are filing this claim with respect to more programs Security to which this claim	
Clearstream Bank B	locking Number,	Euroclear Bank Electronic Instruc	tion Reference Number and or o	ther depository blocking reference	
CA 0 3 4 5 6 (Required)					
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.					
	oclear Bank, Clea	arstream Bank or Other Depository	Participant Account Number:		
		11437 (Required)	DOD COUNT HER ONLY	
consent to, and are de disclose your identity reconciling claims and	erned to have auth and holdings of L d distributions.	tream Bank or Other Depository: I orized, Euroclear Bank, Clearstream ehman Programs Securities to the De	btors for the purpose of	FOR COURT USE ONLY FILED / RECEIVED OCT 2 0 2009	
October 9, 2009 of nu	the creditor or oth mber if different f	son filing this claim must sign it. Sign er person authorized to file this claim from the notice address above. Attach	and state address and telephone copy of power of attorney, if	EPIQ BANKRUPTCY SOLUTIONS, LLC	
Penalty for	presenting fraudu	lent claim: Fine of up to \$500,000 or	imprisonment for up to 5 years, o	r boin. 18 U.S.C. 99 132 and 3371	